

# **Exhibit 13**

1 IN THE UNITED STATES DISTRICT COURT FOR THE  
2 NORTHERN DISTRICT OF CALIFORNIA  
3 SAN FRANCISCO DIVISION  
4

5 WAYMO, LLC, )  
6 Plaintiffs, )  
7 - vs - ) Case No.  
8 UBER TECHNOLOGIES, INC., ) 3:17-cv-00939  
9 OTTOMOTTO LLC; OTTO )  
10 TRUCKING, LLC, )  
11 Defendants. )  
12 -----  
13  
14

15 VIDEOTAPED DEPOSITION OF JOHN BARES,  
16 a witness, called by the Plaintiff for examination,  
17 in accordance with the Federal Rules of Civil  
18 Procedure, taken by and before Tammie Elias, RPR and  
19 Notary Public in and for the Commonwealth of  
20 Pennsylvania, at the office of Reed Smith, 225 Fifth  
21 Avenue, Suite 1200, Pittsburgh, Pennsylvania, on  
22 Friday, June 16, 2017, commencing at 9:05 a.m.

23  
24 JOB No. 2640097  
25 PAGES 1 - 317

1 week of May, yes, May of 2017. 09:24a  
2 BY MR. JUDAH: 09:24a  
3 Q. You referred earlier to consulting work 09:24a  
4 Mr. Levandowski did starting in late April, 09:24a  
5 early May 2016; is that correct? 09:24a  
6 A. Correct. 09:24a  
7 Q. Before that time, had Mr. Levandowski done any 09:24a  
8 work for Uber? 09:25a  
9 A. Not that I'm aware of. 09:25a  
10 Q. Can you elaborate on the consulting work 09:25a  
11 Mr. Levandowski did between late April, early 09:25a  
12 May and August 2016? 09:25a  
13 A. It was quite comprehensive. He would -- in 09:25a  
14 his role he examined everything we were doing, 09:25a  
15 from sensors to automotive OEM partners to 09:25a  
16 software design, to mapping, to labeling, 09:25a  
17 everything in the self-driving effort. 09:25a  
18 Reviewed all of those pieces, gave comments 09:25a  
19 and suggested, suggested change of direction, 09:25a  
20 paths forward, how to improve what we were 09:25a  
21 doing and gain higher speed. 09:26a  
22 Q. Was Mr. Levandowski's consulting work, that 09:26a  
23 included Lidar; correct? 09:26a  
24 A. Yes. Yes, it did. [REDACTED] 09:26a  
25 [REDACTED] 09:26a

1 [REDACTED]. 09:26a

2 Q. And what contract are you referring to? 09:26a

3 A. A contract that I believe -- well, sorry, not 09:26a

4 at that time. I'm off by several months. So 09:26a

5 maybe rephrase the question. 09:26a

6 Q. Well, I was following up on you said that at 09:26a

7 the time Uber was under contract [REDACTED] 09:26a

8 [REDACTED]? 09:26a

9 A. So that -- correct. [REDACTED] 09:26a

10 [REDACTED] 09:26a

11 [REDACTED] 09:27a

12 [REDACTED] 09:27a

13 [REDACTED] 09:27a

14 [REDACTED]. 09:27a

15 Q. Have you seen that contract? 09:27a

16 A. I've not seen the final contract, no. 09:27a

17 Q. You have seen drafts of that contract? 09:27a

18 A. I have. 09:27a

19 Q. Do you know what was signed? 09:27a

20 A. I have not seen it, so I guess I don't know if 09:27a

21 it was signed. I certainly assume it was. 09:27a

22 Q. What else can you tell me about that contract? 09:27a

23 MR. BRILLE: Objection, form. 09:27a

24 A. So I don't know the final form. I know when I 09:27a

25 last saw the substantive contract would have 09:27a

1 technical person [REDACTED] 09:35a

2 [REDACTED] 09:35a

3 [REDACTED] and as we got into April, that was 09:35a

4 pretty much locked. 09:35a

5 They would ask me every once in 09:35a

6 awhile for a question and what was left was 09:35a

7 the terms of [REDACTED] 09:35a

8 [REDACTED] 09:36a

9 and for whatever reason my involvement tapered 09:36a

10 down at that point. And it's similar to what 09:36a

11 I have seen before in other agreements, it's 09:36a

12 sort of the last few huge business discussions 09:36a

13 are made at that final hours of the agreement 09:36a

14 and I just wasn't part of that. 09:36a

15 Q. So getting back to the question I asked a 09:36a

16 moment ago. Has Anthony Levandowski ever been 09:36a

17 an advisor to Travis Kalanick? 09:36a

18 MR. BRILLE: Objection, form. 09:36a

19 A. I believe, yes. 09:36a

20 BY MR. JUDAH: 09:36a

21 Q. In what capacity and when was he an advisor to 09:36a

22 Travis Kalanick? 09:36a

23 MR. BRILLE: Same objection. 09:36a

24 A. I believe he was provided advice to Travis 09:36a

25 from sometime in December or January, December 09:36a

1	2015 to January 2016, and subsequently since	09:37a
2	then.	09:37a
3	BY MR. JUDAH:	09:37a
4	Q. Have you ever deleted an e-mail while you were	09:37a
5	an Uber employee?	09:37a
6	MR. BRILLE: Objection, form.	09:37a
7	A. Yes.	09:37a
8	BY MR. JUDAH:	09:37a
9	Q. Why have you deleted e-mails while you were an	09:37a
10	Uber employee?	09:37a
11	A. I might get 4 or 500 e-mails a day and my way	09:37a
12	of processing e-mails is I delete everything	09:37a
13	that I don't need. Of course it's not	09:37a
14	permanently deleted, I mean I delete it out of	09:37a
15	my inbox. I mean you can go to the delete	09:37a
16	folder and it's all there.	09:37a
17	Q. So when you say it's not permanently deleted,	09:37a
18	where would those e-mails be?	09:37a
19	A. I assume that you can go on our Gmail server	09:37a
20	and just look in the deleted items folder.	09:37a
21	Q. Have you ever been subject to a litigation	09:37a
22	hold while you have been an Uber employee?	09:38a
23	A. I have.	09:38a
24	Q. Have you ever deleted an e-mail while you were	09:38a
25	subject to a litigation hold?	09:38a